

## National Research Service Award Payback Agreement

*To be completed by Trainees and Fellows during the first twelve months of postdoctoral support*

PHS estimates that it will take 5 minutes to complete this form. This includes time for reviewing the instructions, gathering needed information, and completing and reviewing the form. If you have comments regarding this burden estimate or any other aspect of this burden, send comments to PHS Reports Clearance Officer, 737-F Humphrey Building, 200 Independence Avenue, S.W., Washington, D.C. 20201, Attention PRA (0925-0002).

***This agreement is an important condition of award. Please read carefully before signing.***

**Introduction**—Section 1602 of the NIH Revitalization Act of 1993, which was signed into law on June 10, 1993, contains provisions which substantially modify the service payback requirements for individuals receiving National Research Service Awards (NRSA). These modifications apply to individuals beginning NRSA-supported appointments or fellowship awards on or after June 10, 1993. Under these requirements:

- Predoctoral NRSA recipients will *not* incur a payback obligation;
- Postdoctoral NRSA recipients will incur a payback obligation only during the initial 12 months of postdoctoral NRSA support;
- Postdoctoral NRSA recipients in the 13th or subsequent months of NRSA support will *not* incur a payback obligation.

Under the new requirements, payback obligations stemming from postdoctoral NRSA support may be discharged in the following ways:

- By receiving an equal period of postdoctoral NRSA support beginning in the 13th month of such postdoctoral NRSA support;
- By engaging in an equal period of health-related research or research training that averages more than 20 hours per week of a full work year;
- By engaging in an equal period of health-related teaching that averages more than 20 hours per week of a full work year.

NRSA appointments or individual awards started prior to June 10, 1993, will be governed by the service payback requirements articulated in the National Research Service Award Guidelines for Individual Awards and Institutional Grants which appeared in the NIH Guide for Grants and Contracts Volume 13, Number 1,

January 6, 1984, and NIH Manual Chapter 4810, as amended.

### ***I. Service Requirement***

In accepting an NRSA award to support my postdoctoral research training, I understand that my first twelve months of NRSA support for postdoctoral research training carries with it a payback obligation. I hereby agree to engage in a month of health-related research, health-related research training, or health-related teaching for each month I received an NRSA award for postdoctoral research training up to and including 12 months or, if I receive an NRSA award for postdoctoral research training for more than 12 months, I agree that the 13th month and each subsequent month of NRSA-supported postdoctoral research training will satisfy a month of my payback obligation incurred in the first 12 months. This service shall be initiated within two years after termination of NRSA support. The research or teaching shall be on a continuous basis and shall average more than 20 hours per week of a full work year.

### ***II. Payback Provisions***

I understand that if I fail to undertake or perform such service in accordance with Section I above, the United States will be entitled to recover from me an amount determined in accordance with the following formula:

$$A = \Phi [(t-s)/t]$$

where "A" is the amount the United States is entitled to recover; " $\Phi$ " is the sum of the total amount paid to me under the initial 12 months of my postdoctoral National Research Service Award support; "t" is the total number of months in my service obligation; and "s" is the number of months of such obligation served.

Except as provided in Section III below, any amount the United States is entitled to recover from me shall be paid within the three-year period beginning on the date the United States becomes entitled to recover such amount. The United States becomes entitled to recover such amount two years after termination of my National Research Service Award support if I do not engage in acceptable service payback activities in accordance with Section I above. If I elect to engage in financial repayment before the end of the two-year



period, the United States becomes entitled to recover such amount on the date of my election. Interest on the amount begins on the date the United States becomes entitled to recover such amount and is at the rate fixed by the Secretary of the Treasury after taking into consideration private consumer rates prevailing on that date. I understand that I will be allowed an initial 30-day interest-free period in which to fully pay such amount, and that I may prepay any outstanding balance after that period to avoid additional interest. I further understand that I will be subject to authorized debt collection action(s) should I fail to comply with the payback provisions of this Section II.

### **III. Conditions for Break in Service, Waiver, and Cancellation**

I hereby understand that the Secretary of Health and Human Services:

A. May extend the period for undertaking service, permit breaks in service, or extend the period for repayment, if it is determined that:

1. Such an extension or break in service is necessary to complete my clinical training;
2. Completion would be impossible because of temporary disability; or
3. Completion would involve a substantial hardship and failure to extend such period would be against equity and good conscience;

B. May waive my obligation, in whole or in part, if it is determined that:

1. Fulfillment would be impossible because I have been permanently or totally disabled; or
  2. Fulfillment would involve a substantial hardship and the enforcement of such obligation would be against equity and good conscience;
- C. Will, in the event of my death, cancel any obligation incurred under this payback agreement.

### **IV. Termination Notice—Annual Report of Employment—Change of Address and/or Name**

I agree to complete and submit a termination notice immediately upon completion of support. Thereafter, on an annual basis I agree to complete and submit all Payback Activities Certification forms sent to me by the Public Health Service concerning post-award activities, and agree to keep the Public Health Service advised of any change of address and/or name until such time as my total obligation is fulfilled.

### **V. Program Evaluation**

I understand that I may also be contacted from time to time, but no more frequently than once every two years, after the termination of this award to determine how the training obtained has influenced my career. Any information thus obtained would be used only for statistical purposes and would not identify me individually.

### **VI. Certification**

In accepting my National Research Service Award, I certify that I have read and understand the terms and conditions of this payback agreement and that I will comply with them.

Signature: \_\_\_\_\_

*Chris G. Cole*

Date: \_\_\_\_\_

*7-5-00*

Support received under PHS Award/Grant Number:

*CA 09270*

Name (Last, first, middle): (Please type or print.)

*COLLINS, CHRISTOPHER, J.*

Mailing Address: (Please type or print.)

*2027 43RD AVE*

*SAN FRANCISCO, CA 94116*